

EXHIBIT D

(Levandowski's Rule 26 Disclosures)

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Attorneys for Plaintiff and Debtor and
Debtor in Possession Anthony S. Levandowski

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:
ANTHONY SCOTT LEVANDOWSKI,
Debtor.

ANTHONY LEVANDOWSKI, an individual,
Plaintiff,
v.
UBER TECHNOLOGIES, INC.
Defendant.

Bankruptcy Case
No. 20-30242 (HLB)
Chapter 11

Hon. Hannah L. Blumenstiel

Adv. Pro. No. 20-03050 (HLB)
PLAINTIFF ANTHONY
LEVANDOWSKI'S INITIAL
DISCLOSURES PURSUANT TO FEDERAL
RULE OF CIVIL PROCEDURE 26(a)(1)
AND FEDERAL RULE OF BANKRUPTCY
PROCEDURE 7026

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure and Rule 7026 of the Federal Rules of Bankruptcy Procedure, Plaintiff Anthony Levandowski (“Mr. Levandowski”) hereby provides the following initial disclosures to Defendant Uber Technologies, Inc. (“Uber”) based on information that is reasonably available to Mr. Levandowski at this time and at this stage of the proceedings. As such, the individuals and documents disclosed herein are not necessarily exhaustive of whom and what Mr. Levandowski may identify as discovery progresses. As additional information becomes available, Mr. Levandowski reserves the right to supplement these initial disclosures and/or use documents not described herein. By making these disclosures, Mr. Levandowski does not admit that any subject matter identified with respect to any particular individual or category of documents is relevant to this matter, nor likely to lead to the discovery of admissible evidence. These disclosures are made without prejudice or waiver of any right to modify or supplement the present disclosures or to present any evidence or witness at trial, object to any witnesses or the admissibility of any evidence, and/or take discovery in accordance with the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and the Parties’ Rule 26 Report and Discovery Plan. Mr. Levandowski does not waive the right to object to producing any document or thing on the basis of any applicable privilege or immunity, relevancy, undue burden, or any other valid objections.

A. PERSONS LIKELY TO HAVE DISCOVERABLE INFORMATION (Fed. R. Civ. P. 26(a)(1)(A)(i))

Pursuant to Rule 26(a)(1)(A)(i), Mr. Levandowski identifies the following individuals known to him at this time who are likely to have discoverable, non-privileged information relating to the claims and defenses in this proceeding, and for each individual, Mr. Levandowski identifies the subject of the information. Mr. Levandowski also does not waive his right to object to discovery of information from any such individuals on the basis of attorney-client privilege, work product immunity, or any other applicable privilege or immunity.

1 1. **Anthony Levandowski**— contact through Goodwin Procter LLP. Mr. Levandowski
2 has information regarding, among other things, the April 11, 2016 transaction with
3 Uber that included the Indemnification Agreement and the agreements for the
4 acquisitions of Otto and Otto Trucking, the information he disclosed to Uber and its
5 agents (including Uber’s counsel and Stroz Friedberg) regarding alleged “bad acts,”
6 the Otto Trucking Agreement and his rights under that agreement, Uber’s control of
7 Mr. Levandowski’s defense, the scope of his plea agreement and criminal sentence,
8 his assertion of the Fifth Amendment, and the harm he has suffered due to Uber’s
9 breach of the Indemnification Agreement and the Otto Trucking Agreement, among
10 other topics.

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12 2. **One or more individuals currently or formerly employed by Uber Technologies,**
13 **Inc.**—contact through counsel for Uber. Uber, as defendant in these proceedings, has
14 relevant knowledge relating to all claims, affirmative defenses, and counterclaims
15 pled in these proceedings. Relevant topics include, the April 11, 2016 transaction that
16 included the Indemnification Agreement and the agreements for the acquisitions of
17 Otto and Otto Trucking by Uber, Uber’s due diligence as part of the April 11, 2016
18 transaction, Mr. Levandowski’s disclosure and Uber’s knowledge of the alleged “bad
19 acts,” any alleged Post-Signing Specified Bad Acts, Uber’s statements that no trade
20 secrets from Google or Waymo entered Uber’s systems, Uber’s knowledge of Mr.
21 Levandowski’s assertion of the Fifth Amendment, Uber’s control of Mr.
22 Levandowski’s defense, Uber’s knowledge of Tyto LiDAR, the improper termination
23 of Mr. Levandowski’s rights under the Otto Trucking Agreement, Uber’s merger with
24 Otto Trucking in the New Otto Trucking Agreement, operation and pathway to
25 profitability of Uber Freight, Uber’s delay in rescinding the Indemnification
26 Agreement, Uber’s ratification of the April 11, 2016 transaction, and Uber’s
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1 acceptance of its indemnity obligation without reservation of rights, among other
2 topics. The individuals affiliated with Uber that have discoverable information
3 include, but are not limited to, Dara Khowsrowshahi, Cameron Poetzscher, Angela
4 Padilla, Tony West, Brian McClendon, Jeff Holden, Lior Ron, John Bares and any
5 former Google employees identified by Mr. Levandowski in the Stroz report as
6 having spoken to him about Otto who joined Uber in 2016 and are still employed by
7 Uber.
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- 9 **3. One or more individuals currently employed by Google, LLC**—contact through
10 counsel for Google. Google is knowledgeable about the Google Arbitration
11 proceedings, the Corrected Final Award, its Chauffeur Bonus Plan, and the Waymo
12 Settlement Agreement. The individuals affiliated with Google that likely have
13 discoverable information include, but are not limited to, Michael Xing, who was
14 Google’s 30(b)(6) witness on the Chauffeur Bonus Plan, David Drummond who
15 signed the Waymo Settlement Agreement on behalf of Google Waymo, and
16 Alphabet, and the individuals identified in the Final Award who were found to have
17 been solicited by Mr. Levandowski. Mr. Levandowski reserves the right to identify
18 additional topics and individuals as more information becomes available.
19
20 **4. One or more individuals currently employed by Waymo, LLC**—contract through
21 Andrea Roberts, Quinn Emanuel Urquhart & Sullivan, LLP, 555 Twin Dolphin
22 Drive, 5th Floor, Redwood Shores, CA 94065, 650-801-5000, and Jordan Jaffe,
23 Quinn Emanuel Urquhart & Sullivan, LLP, 50 California Street, 22nd Floor. San
24 Francisco, CA 94111, 415-875-6600. Waymo is knowledgeable about the Waymo
25 Litigation and the Waymo Settlement Agreement. Individuals with knowledge on
26 these topics include, but is not limited to, John Krafcik, the CEO of Waymo who kept
27 in contact with Mr. Levandowski after he left Google to monitor his actions, and any
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1 individuals who negotiated the Waymo Settlement on behalf of Waymo. Mr.

2 Levandowski reserves the right to identify additional topics and individuals as more
3 information becomes available.

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5 5. **Lior Ron**— contact through Jonathan Patchen, Baker Botts, 101 California Street,
6 Suite 3600, San Francisco, California 94111, 415-291-6209. Mr. Ron was the
7 Managing Member of Otto Trucking and is the current head of Uber Freight. He was
8 also previously associated with Otto and Google. Mr. Ron has discoverable
9 information regarding, among other things, the April 11, 2016 transaction with Uber
10 that included the Indemnification Agreement and the agreements for the acquisitions
11 of Otto and Otto Trucking, the improper termination of the Otto Trucking Agreement
12 through the Amendment and Termination of the Otto Trucking Agreement, the
13 merger of Uber and Otto Trucking under the New Otto Trucking Agreement, his and
14 Mr. Levandowski's efforts to discuss with Uber settlement possibilities to convey to
15 Google, Uber's control of Mr. Levandowski's defense, and the operation and pathway
16 for profitability of Uber Freight, among other topics.

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18 6. **Travis Kalanick**— contact through Walt Brown, Orrick Herrington & Sutcliffe LLP,
19 The Orrick Bldg., 405 Howard St, San Francisco, CA 94105-2669. Mr. Kalanick was
20 the founder and former-CEO of Uber who pushed for Uber to work with Mr.
21 Levandowski and to enter into the April 11, 2016 transaction that included the
22 acquisition of Otto, Otto Trucking, and the Indemnification Agreement. Mr.
23 Kalanick has discoverable information regarding that transaction, as well as,
24 competition between Google and Uber, his and Uber's desire to work with Mr.
25 Levandowski, consideration provided for the acquisition of Otto, Mr. Levandowski's
26 disclosures regarding the threat of litigation with Google, communications with Mr.
27 Levandowski in 2015-2016 about a possible partnership, Mr. Levandowski's
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1 assertion of the Fifth Amendment, Uber’s due diligence as part of the April 11, 2016
2 transaction, and Mr. Levandowski’s disclosures regarding alleged “bad acts” he
3 committed, among other topics.

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- 5 7. **Eric Tate**— Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105,
6 415-268-6915. Mr. Tate oversaw the due diligence for Uber and represented Mr.
7 Levandowski and Uber in the Google Arbitration and Waymo Litigation. Mr. Tate
8 has discoverable information regarding Uber’s due diligence as part of the April 11,
9 2016 transaction, Uber’s decision to proceed with the April 11, 2016 transaction
10 before the Stroz investigation was completed, the Stroz report, Uber’s decision to
11 proceed with closing the Otto transaction, information disclosed by Mr. Levandowski
12 to Uber relating to Google’s arbitration demands, Uber’s knowledge of any alleged
13 Post-Signing Specified Bad Acts committed by Mr. Levandowski, Mr.
14 Levandowski’s disclosure of information relating to the Waymo Litigation, Mr.
15 Levandowski’s assertion of his Fifth Amendment privilege, and Uber’s acceptance of
16 its indemnity obligation without reservation of rights, among other topics.
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- 18 8. **Arturo Gonzalez**— Morrison & Foerster LLP, 425 Market Street, San Francisco,
19 CA 94105, 415-268-6915. Mr. Gonzalez represented Mr. Levandowski and Uber in
20 the Google Arbitration and Waymo Litigation. Mr. Gonzalez has discoverable
21 information regarding information disclosed by Mr. Levandowski relating to
22 Google’s arbitration demands, Uber’s knowledge of any alleged Post-Signing
23 Specified Bad Acts committed by Mr. Levandowski, Mr. Levandowski’s disclosure
24 of information relating to the Waymo Litigation, Mr. Levandowski’s assertion of his
25 Fifth Amendment privilege, Uber’s acceptance of its indemnity obligation without
26 reservation of rights, among other topics.
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1 9. **Cameron Poetzscher**— Mr. Poetzcher was Vice President of Corporate
2 Development at Uber. Mr. Poetzcher was one of the primary negotiators of the
3 transaction involving Uber’s acquisition of Otto and Otto Trucking and the
4 Indemnification Agreement. Mr. Poetzcher has discoverable information about the
5 development, strategic vision, designs, and projects of Uber’s autonomous car
6 program during time period most relevant to claims. He also has discoverable
7 information regarding Mr. Levandowski’s divestment of his interest in Otto Trucking,
8 the Amendment and Termination of the Otto Trucking Agreement, and Uber’s merger
9 with Otto Trucking pursuant to the New Otto Trucking Agreement. Further and upon
10 information and belief, Mr. Poetzcher is knowledgeable about business or corporate
11 aspects of Uber, including but not limited to its structure and aspects of discussions,
12 negotiations, and considerations involving Uber’s acquisition of Otto and Otto
13 Trucking.

14 10. **Nina Qi**— contact through Jaime Bartlett, Sidley Austin LLP, 555 California St, Fl
15 20, San Francisco, CA 94104-1522. Ms. Qi is a former Uber employee who was one
16 of the primary negotiators of the transaction involving Uber’s acquisition of Otto and
17 Otto Trucking and the Indemnification Agreement. Ms. Qi has discoverable
18 information regarding the development, strategic vision, designs, and projects of
19 Uber’s autonomous car program during time period most relevant to claims. Further
20 and upon information and belief, Ms. Qi is knowledgeable about business or
21 corporate aspects of Uber, including but not limited to its structure and aspects of
22 discussions, negotiations, and considerations involving Uber’s acquisition of Otto and
23 Otto Trucking.

24 11. **Individuals employed by Stroz Friedberg**— contact through Melanie Blunschi,
25 Latham & Watkins LLP, 505 Montgomery St Ste 2000, San Francisco, CA 94111.
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1 Stroz Friedberg was the forensic investigator hired by Uber to conduct due diligence
2 on Mr. Levandowski and others as part of the transaction involving Uber's
3 acquisition of Otto and Otto Trucking and the Indemnification Agreement. The
4 individuals who have discoverable information include Eric Friedberg, Mary
5 Fulginiti, Hanley Chew, and Melanie Maugeri. These Stroz-affiliated people have
6 discoverable information regarding Uber's due diligence investigation, Mr.
7 Levandowski's disclosures about alleged "bad acts," Uber's decision to proceed with
8 the April 11, 2016 transaction before the Stroz investigation was complete,
9 information provided to Uber prior to the April 11, 2016 transaction, its August 2016
10 report to Uber, pressure from Uber to issue a report, revisions to the scope of Stroz's
11 investigations, its collection and retention of Mr. Levandowski's devices and
12 accounts, Stroz's interview of Mr. Levandowski, and its efforts to prevent any
13 information from Mr. Levandowski's devices to enter Uber, among other topics.

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16 12. **Ognen Stojanovski**— contact through Adrian Sawyer, Sawyer & Labar LLP, 201
17 Mission St Ste 2240, San Francisco, CA 94105-1839. Mr. Stojanovski is associated
18 with Sandstone, a fund that invested in various companies, including Tyto LiDAR.
19 Mr. Stojanovski has discoverable information regarding his management and control
20 of Sandstone and Otto's acquisition of Tyto with Uber's approval.

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22 13. **Brent Schwarz**— contact through Adrian Sawyer, Sawyer & Labar LLP, 201
23 Mission St Ste 2240, San Francisco, CA 94105-1839. Mr. Schwarz was the founder
24 and CEO of Tyto LiDAR and has discoverable information regarding his
25 management of Tyto LiDAR and Otto's acquisition of Tyto with Uber's approval.

26 14. **Nicole Bartow**—Ms. Bartow was an in-house counsel for Uber who was present for
27 interviews of Mr. Levandowski after Google filed its arbitration demands and
28 oversaw defense of the Waymo Litigation. Ms. Bartow has discoverable information

1 regarding the Waymo Settlement Agreement, Uber's direction and control of the
2 defense of the Google v. Levandowski arbitration, Uber's acceptance of its indemnity
3 obligation without reservation of rights, Uber's knowledge of alleged conduct by
4 Anthony Levandowski, Mr. Levandowski's efforts to propose settlement option to
5 Uber to convey to Google, whether Uber conveyed any settlement proposals to
6 Google, Uber's knowledge of Mr. Levandowski's assertion of his Fifth Amendment
7 privilege, Uber's delay in requesting that Mr. Levandowski testify in the Google
8 arbitration, and Uber's decision not to rescind the Indemnity Agreement until after
9 the final arbitration hearing, among other topics.
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11 15. **Justin Suhr**— 777 S Figueroa St Fl 47, Los Angeles, CA 90017-5842. Mr. Suhr was
12 the former in-house counsel for Uber who was present for interviews of Mr.
13 Levandowski after Google filed its arbitration demands and oversaw Mr.
14 Levandowski's defense in the Google Arbitration. Mr. Suhr has discoverable
15 information regarding Uber's direction and control of the defense of the Google v.
16 Levandowski arbitration, Uber's acceptance of its indemnity obligation without
17 reservation of rights, Uber's knowledge of alleged conduct by Anthony Levandowski,
18 Mr. Levandowski's efforts to settlement options to Uber to convey to Google,
19 whether Uber conveyed any settlement proposals to Google, Uber's knowledge of
20 Mr. Levandowski's assertion of his Fifth Amendment privilege, Uber's delay in
21 requesting that Mr. Levandowski testify in the Google arbitration, Uber's knowledge
22 of facts relating to Tyto LiDAR, and Uber's decision not to rescind the Indemnity
23 Agreement until after the final arbitration hearing, among other topics.
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25 16. **Hamish Hume**—Boies Schiller Flexner LLP, 1401 New York Avenue, NW,
26 Washington D.C. 20005, 202-274-1149. Mr. Hume was outside counsel for Uber
27 who oversaw Mr. Levandowski's defense in the Google Arbitration. Mr. Hume has
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1 discoverable information regarding Uber's control of Mr. Levandowski's defense in
2 the Google arbitration, Mr. Levandowski's alleged conduct, Mr. Levandowski's
3 assertion of his Fifth Amendment privilege, Uber's delay in requesting that Mr.
4 Levandowski testify, Uber's decision not to rescind the Indemnity Agreement until
5 after the final arbitration hearing, and Uber's knowledge of facts relating to Tyto
6 LiDAR, among other topics.

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8 17. **Jessica Phillips** – Paul Weiss, 2001 K Street, NW, Washington, DC 20006-1047,
9 202-223-7338. While at Boies Schiller, Ms. Phillips was outside counsel for Uber
10 who oversaw Mr. Levandowski's defense in the Google Arbitration. She has
11 discoverable information regarding Uber's control of Mr. Levandowski's defense in
12 the Google arbitration, Mr. Levandowski's alleged conduct, Mr. Levandowski's
13 assertion of his Fifth Amendment privilege, Uber's delay in requesting that Mr.
14 Levandowski testify, Uber's decision not to rescind the Indemnity Agreement until
15 after the final arbitration hearing, and Uber's knowledge of facts relating to Tyto
16 LiDAR, among other topics

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18 18. **Jonathan Patchen**— Baker Botts, 101 California Street, Suite 3600, San Francisco,
19 California 94111, 415-291-6209. Mr. Patchen represented Mr. Ron and is
20 knowledgeable about Uber's control over Mr. Levandowski's and Mr. Ron's defense.
21 He is also knowledgeable about the many attempts to discuss settlement with Uber.

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23 19. All individuals who were involved in the Stroz due diligence, negotiation of the
24 transaction that included the Indemnification Agreement and agreements for the
25 acquisition of Otto and Otto Trucking, the Otto Trucking acquisition and agreements
26 relating to that acquisition, and the negotiation of the Waymo Settlement Agreement
27 and Uber's performance thereunder.

28 20. All witnesses identified by Uber in its Initial Disclosures in this matter.

1 Mr. Levandowski reserves the right to disclose additional individuals whom he may use to
2 support his defenses based on information learned during the course of the litigation.

3 **B. CATEGORIES OF RELEVANT DOCUMENTS (Fed. R. Civ. P. 26(a)(1)(A)(ii))**

4 Pursuant to Rule 26(a)(1)(A)(ii), Mr. Levandowski identifies the following categories of
5 documents and things that he may use to support his defenses.

- 6 1. Documents and communications reflecting Uber's release of Mr. Levandowski from all
7 claims in the Waymo Settlement, including the settlement agreement and
8 communications relating to that settlement;
- 9 2. Documents and communications relating to the negotiation of the transaction that
10 included the acquisition by Uber of Otto and Otto Trucking and the Indemnification
11 Agreement;
- 12 3. Documents and communications relating to Uber's due diligence concerning Anthony
13 Levandowski and others as part of the transaction that included the acquisition by Uber of
14 Otto and Otto Trucking and the Indemnification Agreement;
- 15 4. Documents and communications relating to Uber's statements that no Google or Waymo
16 trade secrets entered Uber's systems and the sufficiency of the Stroz quarantine of Mr.
17 Levandowski's devices and accounts;
- 18 5. Documents and communications relating to Uber's decision to proceed with the Otto
19 transaction before the completion of due diligence;
- 20 6. Documents and communications relating to Uber's decision to proceed with closing the
21 Otto acquisition after the Stroz Report;
- 22 7. Documents and communications relevant to these proceedings from the Google
23 Arbitration;
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- 1 8. Communications between Mr. Levandowski and lawyers at Morrison & Foerster LLP
- 2 regarding the Fifth Amendment during the time period when Morrison & Foerster was
- 3 jointly representing Uber and Mr. Levandowski;
- 4
- 5 9. Communications between Mr. Levandowski's counsel and Uber's counsel regarding his
- 6 defense in the Google Arbitration;
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- 8 10. Documents and communications relating to closing of the Otto Trucking acquisition and
- 9 the value of the Otto Trucking shares as converted to Uber stock;
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- 11 11. Documents and communications relating to the purported termination of the April 11,
- 12 2016 Otto Trucking Agreement and Plan of Merger;
- 13
- 14 12. Documents and communications related to Uber's unreasonable delay in seeking to
- 15 rescind the Indemnification Agreement, including documents and communications
- 16 demonstrating Uber's knowledge regarding any purported fraud and Post-Signing-
- 17 Specified Bad Acts;
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- 19 13. Documents and communications relating to how all agreements relating to Uber's
- 20 acquisition of Otto and Otto Trucking made up a single transaction;
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- 22 14. Documents and communications sufficient to show that Uber ratified or waived any
- 23 alleged fraud by Mr. Levandowski;
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- 25 15. Documents sufficient to account for all Expenses endured by Mr. Levandowski;
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- 27 16. Documents sufficient to account for all damages endured by Mr. Levandowski as a result
- 28 of Uber's breaches, including the cost of the bankruptcy proceedings and Mr.
- Levandowski's need to liquidate assets during the pandemic;
17. Documents sufficient to account for prejudgment and post-judgment interest, attorney's
- fees, and other costs; and
18. Any documents referenced in discovery.

1 Mr. Levandowski reserves the right to assert a claim of privilege or immunity and withhold
2 from production any documents, whether or not included above, that are protected from discovery by
3 the attorney-client privilege, work product immunity, or any other privilege or immunity. Mr.
4 Levandowski further reserves the right to disclose additional documents that he may use to support
5 his defenses based on information learned during the course of this litigation.
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7 It is Mr. Levandowski's current understanding that the documents described in categories 1–
8 16 above are currently either in Uber's possession, custody, or control, or are publicly available.

9 **C. COMPUTATION OF DAMAGES (Fed. R. Civ. P. 26(a)(1)(A)(iii))**

10 The amount of damages owed to Mr. Levandowski is the \$179,523,572 judgment in favor of
11 Google, plus interest, Expenses that Mr. Levandowski continues to incur in defending against the
12 claims brought by Google, LLC through appeal that Uber refuses to advance, damages he has
13 incurred from Uber's breach, including the cost of the bankruptcy proceedings, the losses he suffered
14 from having to liquidate assets during a pandemic, and the value of the Otto Trucking shares that
15 Mr. Levandowski was forced to sell, which can be calculated based on information presently in
16 Uber's possession (specifically, the rate of converting the Otto Trucking stock to Uber stock) but
17 that has not been provided to Mr. Levandowski. Mr. Levandowski has also been damaged by Uber's
18 refusal to provide him with the IP License to Uber's self-driving technology as required by Section
19 5.11 of the Otto Trucking Agreement. While Mr. Levandowski seeks specific performance that
20 Uber grant him the license, to the extent that the Court declines to order specific performance, Mr.
21 Levandowski's damages can be measured by the value of the license for Uber's self-driving
22 technology, including the value of a license to use hundreds of Uber patents in the field of self-
23 driving as applied to trucking. In addition, Mr. Levandowski seeks damages for Uber's breach of
24 contract and breach of the covenant of good faith and fair dealing with respect to the new trucking
25 company that he had a right to form under Section 5.11. The damages for these breaches can be
26 measured as the valuation of Uber Freight, which has been publicly disclosed to be \$4 billion once
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Uber closes on its latest round of financing, and/or the valuation and lost profits of the new trucking company Mr. Levandowski should have been allowed to form and operate but for Uber's breaches.

Mr. Levandowski reserves the right to seek attorney fees and costs incurred in prosecuting this action as permitted by law and will provide information concerning such fees and costs at the appropriate time.

D. INSURANCE AGREEMENTS (Fed. R. Civ. P. 26(a)(1)(A)(iv))

Mr. Levandowski is unaware of any insurance agreement within the meaning of this rule.

Mr. Levandowski reserves the right to supplement these initial disclosures pursuant to Federal Rule of Civil Procedure 26(e).

Dated: September 25, 2020

Respectfully submitted,

By: /s/ Brett M. Schuman

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is: 601 South Figueroa Street, Floor 41, Los Angeles, CA 90017.

On **September 25, 2020**, I served the following documents by placing a true copy thereof in a sealed envelope(s) on the persons below as follows:

**PLAINTIFF ANTHONY LEVANDOWSKI'S INITIAL DISCLOSURES PURSUANT TO
FEDERAL RULE OF CIVIL PROCEDURE 26(a)(1) AND FEDERAL RULE OF
BANKRUPTCY PROCEDURE 7026**

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(E-MAIL or ELECTRONIC TRANSMISSION). Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

1 I declare under penalty of perjury that I am employed in the office of a member of the bar
2 of this Court at whose direction this service was made and that the foregoing is true and
3 correct.

4 Executed on **September 25, 2020**, at Los Angeles, California.

5 Hong-An Vu
6 (Type or print name)

/s/ Hong-An Vu

7 _____
8 (Signature)